

**Settlement Agreement**

**Between**

**The United States of America**

**And**

**Ellensburg School District**

## **Background**

On August 30, 2023, the United States Department of Justice (the Department) notified Ellensburg School District (District) that it was opening an investigation into a complaint related to the District's handling of alleged incidents of staff-on-student and student-on-student harassment on the basis of sex, race, color, and national origin. The Department, through its Civil Rights Division's Educational Opportunities Section and the United States Attorney's Office for the Eastern District of Washington, opened this investigation under Title IV of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000c *et seq.* (Title IV); Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.* (Title VI); and Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688 (Title IX). The District complied with the Department's requests for information, facilitated a site visit to the District, and fully cooperated throughout the investigation. After a careful review, including conducting more than 100 interviews of students, teachers, administrators, parents, and community members, the Department shared its view that the District's responses to a hostile environment for District students based on sex, race, color, and national origin were insufficient to satisfy certain obligations under Title IV, Title VI, and Title IX. New leadership in the District wishes to correct any deficiencies in the interest of providing a safe learning environment for all students.

The Department and the District therefore voluntarily enter into this Agreement to remedy these violations and to reflect the District's commitment to ensuring that all students have equal access to educational opportunities, regardless of sex, race, color, or national origin.

**Table of Contents**

Definitions of Agreement Terms.....3

Section A: General Provisions.....3

Section B: Consultant.....4

Section C: Designation of Appropriate Employees to Respond to Reports of Harassment  
Involving Students.....5

Section D: Managing Reports of Harassment Involving Students.....6

Section E: Policies and Procedures.....7

Section F: Assessing Climate.....9

Section G: Programming, Training, and Professional Development.....11

Section H: Reporting.....13

Section I: Enforcement.....15

Section J: Term and Termination.....16

Signature Page.....18

## Definitions of Agreement Terms

For purposes of this Agreement:

- A. **Days** means calendar days. If a deadline falls on a weekend, District, state, or federal holiday, or a date when the District is otherwise closed, that deadline will be extended to the next regular business day.
- B. **Employee** means all persons employed by or contracted to work for the District on a part-time or full-time basis, regardless of rank, title or position, including all administrators, faculty, and staff. This term does not include any Consultants hired by the District to fulfill the terms of this Agreement.
- C. **Discrimination** means all conduct based on sex, race, color, or national origin that is prohibited under Titles IV, VI, or IX, including, but not limited to, harassment that creates a hostile educational environment, and retaliation.
- D. **Harassment** is unwelcome conduct based on a student's sex, race, color, or national origin. Harassment may include the use of derogatory language (such as sex-, race-, color- or national origin-based slurs or jokes), intimidation, threats, unwanted physical contact, or physical violence. Harassment need not include intent to harm, be overtly directed at a specific person, or involve repeated incidents. The District's obligations under this Agreement apply to harassment involving a District student or students, including employee-on-student harassment and retaliatory harassment.
- E. **Hostile Educational Environment** exists when harassment is objectively offensive and sufficiently serious that it impedes a student's ability to participate in or benefit from the District's education programs or activities.
- F. **Supportive Measures** are non-disciplinary, non-punitive, individualized measures for support designed to restore or preserve a student's access to the District's programs or activities, including measures that are designed to protect student safety.

### Section A: General Provisions

1. The District will not discriminate based on sex, race, color, or national origin in its education programs or activities.
2. The District will take the necessary and reasonable steps, consistent with Federal law, to end harassment that creates a hostile educational environment, prevent its recurrence, and remedy its effects.
3. Once the District implements changes required by this Agreement, the District will not substantively modify those changes during the period of the Agreement without obtaining the United States' prior written approval.

4. Within **30 days** of this Agreement, the District will inform all students, parents<sup>1</sup>, and employees in the District about this Agreement and make a copy of the Agreement and a plain language summary of the Agreement available to them in English and Spanish.
5. All school employees who have information about conduct that reasonably may constitute harassment involving students will report that information promptly to the District Coordinator or their designee(s) (see Section E).

## **Section B: Consultant**

6. **Hiring a Consultant:** The District will identify and hire one or more third-party Consultants (Consultant) agreed upon by the parties to assist the District in complying with this Agreement. The Consultant will have experience in reviewing harassment policies and procedures; developing systems to track and manage responses to harassment; developing and delivering programming to students to prevent and report harassment; and creating trainings to help school employees identify, report, investigate, and appropriately respond to incidents of student-on-student and employee-on-student harassment. The Consultant will officially begin work with the District **by April 1, 2025**.
7. **United States' Review of Consultant Candidates:**
  - a. **Within 60 days** of this Agreement, the District will send a list of Consultant candidates to the United States, along with each candidate's Curriculum Vitae and a short description of the candidate's experience with respect to the duties described in paragraph 6. If the District proposes to use more than one Consultant to fulfill the terms of this Agreement, the District will delineate each proposed Consultant's responsibilities, including references to the applicable paragraphs of this Agreement.
  - b. The District will provide the United States the opportunity to request additional information about any Consultant candidate, including speaking with any candidate about their qualifications. Prior to selecting the Consultant, the District will notify the United States of its proposed selection, and the United States will notify the District if it has an objection. If the United States objects to the proposed Consultant, the District will propose an alternative candidate **within 15 days** of notice of the United States' objection.
8. **Consultant MOU:** The District will execute a Memorandum of Understanding (MOU) with the Consultant describing how the Consultant will help the District implement the specific provisions of the Agreement, including by meeting applicable deadlines. **At least 21 days prior** to executing the MOU, the District will provide a copy to the United States

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<sup>1</sup> For purposes of this Agreement, "parent(s)" means either or both parents of a student, a student's legal guardian, or other person legally responsible for a student under state law.

for review. The MOU will last the duration of the Agreement unless otherwise agreed by the parties. The MOU will state that the District will provide the Consultant with the access and information the Consultant requires to carry out their obligations under this Agreement, including their obligation to assess relevant District policies, procedures, and practices, student programming and employee trainings, data and reports relevant to harassment, staffing capacity, and school climate, and to develop a plan to bring the District into compliance with this Agreement.

### **Section C: Designation of Employees to Support the District's Response to Harassment Involving Students**

9. **Designation of District Coordinator:** By April 1, 2025, the District will designate a District Civil Rights Compliance Coordinator (District Coordinator). The District Coordinator will demonstrate skills in successfully identifying, investigating, and resolving incidents of student-on-student and employee-on-student harassment; addressing discriminatory policies and practices; and facilitating trainings on creating safe, harassment-free school environments. The District Coordinator will report to the District Superintendent. The District Coordinator will oversee and further the District's efforts to: develop an electronic management system for documenting and responding to reports of harassment, as described in Section D; develop and revise policies and procedures as described in Section E; improve culture, climate, and community engagement as described in Section F; and implement programming, training and professional development as described in Section G.
10. **Designation of Liaison to Latino Families:** By April 1, 2025, the District will designate a Liaison to Latino Families (Liaison). The Liaison will be fluent in Spanish and have competency in conducting community outreach. The Liaison will support the implementation of this Agreement by conducting ongoing outreach and engagement with Latino students and parents, including attending public events and initiating new events for Latino students and parents. The Liaison's contact information will be prominently displayed on District and school websites and included in all Spanish-language versions of schoolwide and Districtwide communications to students and families. The Liaison will produce an Annual Report regarding the District's efforts to liaise with Latino families, as described in paragraph 21(e). The Liaison will report to the Superintendent. The Liaison may hold other positions with the District. The District will provide them with a financial stipend specifically for the Liaison position.
11. **Review of Designated Employees:** The District will write job descriptions for the District Coordinator and Liaison positions and share them with the United States for review **at least 21 days before** posting. The job descriptions will include a description of what percentage of full-time equivalents the positions will entail. **Prior to selecting** the District Coordinator, the District will provide the qualifications of the preferred candidate to the United States for review.

## **Section D: Managing Reports of Harassment Involving Students**

12. **Harassment Report Management System:** For implementation beginning in the 2025-26 school year, the District will, with input from the Consultant, develop a central electronic Harassment Report Management System to document and manage all reports of harassment, including formal and informal reports, oral and written reports, reports made through the StopIt app and web-based complaint portals, and reports of incidents of harassment involving students that are recorded in the context of discipline entries (e.g., when harassment was a precipitating or contributing factor to the conduct for which discipline is considered). The Harassment Report Management System will:
- a. Integrate the District’s student information system to allow for inter-departmental coordination;
  - b. Track information about reports that includes: the date, time, and place of alleged incidents; the nature of the allegedly harassing conduct, including the protected class(es) at issue; and, where known, the name, grade, sex, race, and national origin/ethnicity of the complainant(s), alleged offender(s), witnesses, and any other involved students or employees;
  - c. Allow users to create timelines to guide the District’s response to reports;
  - d. Allow administrators to control employee access to individual reports to ensure confidentiality, where requested or otherwise appropriate (e.g., where a report identifies an employee who has allegedly engaged in harassment);
  - e. Track employees’ compliance with the District’s Harassment Response Procedures and related policies and procedures (see Section E);
  - f. Generate letters to students and parents of students alleged to have engaged in or been subjected to harassment, notifying them of the District’s investigation and findings; and
  - g. Generate data reports and allow appropriate users to filter and sort report information by, at a minimum, type of alleged harassment (e.g., sex, race, or national origin) and name of students allegedly subjected to harassment so that the District can identify trends affecting or involving particular students or groups of students.
13. **Training on Harassment Report Management System:** Prior to start of the 2025-26 school year, the District will train all relevant employees on how to use the Harassment Report Management System to: properly document reports of harassment; monitor and manage the District’s response to reports of harassment; use the system to communicate with students and parents; and analyze harassment report data.

14. **Presentation of Harassment Report Management System:** The District will present the Harassment Report Management System to the United States for review **by July 1, 2025.**

### **Section E: Policies and Procedures**

#### **15. Harassment Report Policies and Procedures**

- a. **Harassment Response Procedures:** The District will, with input from the Consultant, develop policies and procedures to timely and effectively respond to each report of alleged harassment, including retaliatory harassment, involving students (Harassment Response Procedures). The District will submit the Harassment Response Procedures to the United States for review **by July 1, 2025.** The Harassment Response Procedures will require, at a minimum, that:
- i. The District Coordinator and other relevant employees and departments receive automated notice of every report;
  - ii. The District Coordinator be assigned to oversee handling of each report entered in the Harassment Report Management System;
  - iii. Reports be assigned to the District Coordinator or their designee for investigation;
  - iv. The District Coordinator make a final determination as to whether harassment was substantiated and, regardless of whether harassment was substantiated, what measures to take in response to the report;
  - v. The District Coordinator oversee the implementation of appropriate supportive measures and the prompt communication of those supportive measures to appropriate persons, including affected students and parents, consistent with the Family Educational Rights and Privacy Act and other privacy laws; and
  - vi. The District Coordinator regularly review data in the Harassment Report Management System to monitor for trends affecting or involving particular students or groups of students.
- b. **Documentation of Reports:** Promptly after receipt of a report, the District Coordinator or their designee will enter a detailed summary of the actions taken in response to the report into the Harassment Report Management System, including but not limited to:
- i. A summary of interviews with the individuals alleged to have witnessed, engaged in, or been subjected to harassment;



- ii. Names of witnesses and a copy of witness statements;
  - iii. A summary and copies of physical or electronic evidence (e.g., screenshots, security video footage);
  - iv. Any factual determinations made during the investigation (e.g., whether the harassment was substantiated);
  - v. The disciplinary response, if any;
  - vi. Supportive measures offered to students subjected to harassment and other affected students; and
  - vii. Any other response or action taken by the District.
- c. **Maintaining Records of Reports and Responses:** The District will maintain all records of reports of harassment involving students, including all electronic and paper records, **for at least 5 years** from the date of the report. The District will update its document retention policy accordingly and disseminate the updated policy to all school employees.
- d. **Online Reporting Form: By July 1, 2025,** the District will create and publicize an online form for students, parents, employees, and community members to report harassment and provide feedback on the school’s response to harassment. The online form will:
- i. Be prominently posted on the District’s website, each school’s website, and available online at all times for the duration of this Agreement;
  - ii. Be otherwise well-publicized to the entire District community, including to students, parents, and employees;
  - iii. Permit anonymous responses; and
  - iv. Be accessible for people with disabilities and those with limited English proficiency. In particular, the District will provide a Spanish-language version of the online form, translated by a qualified translator. The District will also ensure that the appropriate administrator(s) can read and respond to reports received through this form with the assistance of a qualified translator or interpreter.

## 16. Other Policies and Procedures

- a. **Consultant Review and Policies and Procedures Report: By August 1, 2025,** the Consultant will review all other District- and school-level policies,

procedures, and practices related to harassment involving students, including related materials (e.g., student and employee handbooks, student codes of conduct, ethical standards for employees, and discipline policies) and provide a Policies and Procedures Report to the United States and the District that:

- i. Assesses the effectiveness of current District- and school-level policies, procedures, and practices for ensuring the District responds promptly and effectively to harassment involving students, and identifies any concerns;
  - ii. Recommends changes to District- and school-level policies, procedures, and practices and identifies any additional resources the District needs to implement such changes;
  - iii. Provides recommendations for ensuring that schools effectively identify, address, and prevent harassment in low-supervision areas, such as bathrooms, locker rooms, parking lots, and hallways;
  - iv. Provides recommendations for ensuring that District- and school-level policies, procedures, and practices recognize that conduct that is not overtly directed at an individual student may still constitute harassment and create or contribute to a hostile educational environment for students; and
  - v. Provides recommendations for ensuring that, in the process of addressing student disciplinary incidents, administrators appropriately consider all relevant context, including whether harassment was a precipitating or contributing factor.
- b. **Revisions: By January 1, 2026**, the District will revise all relevant policies, procedures, and practices, consistent with the recommendations in the Consultant’s Policies and Procedures Report. The District will submit a copy of the Consultant’s Policies and Procedures Report and any revised policies, procedures, practices, and forms to the United States for review **within 15 days** of revision. If any of the Consultant’s recommendations are not implemented, the District will provide a written explanation for why and, where appropriate, the District’s proposed alternative for addressing the Consultant’s concern(s).

## **Section F: Assessing Climate**

17. **Annual Climate Assessment:** The District will, with input from the Consultant, **annually conduct** a Climate Assessment that will include a written report and comprehensive analysis of information gathered from the following sources (disaggregated where possible by sex, sexual orientation, gender identity, race, and national origin/ethnicity): Climate Surveys (paragraph 17(a)), Listening Sessions (paragraph 17(b)), data reports generated through the Harassment Report Management

System (paragraph 12), and other relevant feedback from students, parents, employees, and community members. Based on this analysis, the Annual Climate Assessment will include recommendations for addressing harassment trends and other issues identified.

- a. **Climate Surveys:** Beginning with the 2025-26 school year and for the duration of this Agreement, the District will, **by March 1**, administer an annual climate survey that assesses the culture and climate in the District's secondary schools, including the use of harassing sex-, race-, color-, and national origin-based language and conduct. The District will administer the survey as follows:
  - i. The District will develop questions for the survey with input from its Consultant.
  - ii. The District will provide a draft of the climate surveys to the United States for review **at least 30 days before** intended circulation.
  - iii. The District will distribute the survey to the entire secondary school community, with separate versions of the survey for students, parents, and employees.
  - iv. The District may use different survey questions for different grade levels, as appropriate.
  - v. The District will permit anonymous responses.
  - vi. The District will permit, but not require, respondents to indicate their own sex, sexual orientation, and/or gender identity, race, and national origin/ethnicity as part of their response.
  - vii. The District will make a good-faith effort to encourage participation and accurate responses. As part of this effort, the District will send communications encouraging participation in the survey, take precautions to avoid multiple responses from the same individual, take precautions to prohibit responses from individuals outside of the school community, and take other actions to ensure that the survey results are representative of the school community and contain accurate responses.
  - viii. The survey will allow and encourage respondents to identify physical locations where harassment occurs, such as particular stairwells, common areas, hallways, or bathrooms. The survey will also allow and encourage respondents to identify sources of anonymous or online harassment that affect the school environment, such as particular apps, websites, or other platforms.
  - ix. The District will solicit responses to the climate survey for **at least 30 days** and the survey will clarify the deadline for responses.

- x. The District will ensure that the climate survey is accessible to students, parents, and employees with disabilities and/or limited English proficiency. The District will distribute a Spanish-language version of the climate survey, translated by a qualified translator, at the same time as the English-language version.
- b. **Listening Sessions:** The Consultant will conduct separate listening sessions with students, parents, and employees **by April 1** of each school year.
  - i. **At least 30 days in advance** of the sessions, the District, with input from the Consultant, will develop the plan for the listening sessions, including information on participant selection, format, and questions, and will send that plan to the United States for review.
  - ii. The District will include a summary of the listening sessions in the District’s Annual Climate Assessment.
- c. **Trends Analysis:** The District, with input from the Consultant, will analyze: the results of the Climate Surveys and Listening Sessions; data and reports from the Harassment Report Management System; and other relevant feedback from students, parents, employees, and community members, to identify harassment trends, including with respect to particular students or groups of students. This analysis will be included in the Annual Climate Assessment.

**18. Annual Climate Assessment – Reporting:**

- a. The District, with input from the Consultant, will draft and submit the Annual Climate Assessment to the United States for review **by May 1** each year, starting **May 1, 2026**.
- b. The District will publicly present the results from the Annual Climate Assessment and recommended next steps to the School Board **by June 1** each year, starting **June 1, 2026**. The School Board will make a good faith effort to implement recommendations included in the Annual Climate Assessment.

**Section G: Programming, Training, and Professional Development**

- 19. **Student Programming:** The District will, with input from the Consultant, implement age-appropriate harassment intervention programming for all District students that covers how to prevent, identify, and report harassment. This programming will be provided at least annually and on an ongoing basis, consistent with best practices.
- 20. **Professional Development:** The District will, with input from the Consultant, implement **annual mandatory trainings** for all employees who interact with students. The District

will ensure that any employee who misses the required training, including new hires, will receive the training in a timely manner. The District will annually reevaluate its professional development plan based on review of feedback from participants, the Consultant, and the United States.

- a. All employees will be specifically trained on the following:
  - i. Identifying conduct that reasonably may constitute harassment, including verbal and non-verbal conduct, and non-directed or general conduct;
  - ii. The impact of harassment on students, including student-witnesses;
  - iii. Responding to harassment involving students when it is occurring;
  - iv. When and how to report conduct that reasonably may constitute harassment; and
  - v. Employees' obligations to not discriminate against students.
- b. In addition to the above, all school administrators, the District Coordinator, and the Liaison to Latino Families will be specifically trained on the following:
  - i. Identifying and responding to hot spots for harassment (e.g., hallways, commons, locker rooms, bathrooms, buses, parking lots);
  - ii. Maintaining the privacy and confidentiality of students involved in harassment incidents;
  - iii. The use of the Harassment Report Management System;
  - iv. Communication with students and parents of students who may have engaged in, witnessed, or been subjected to harassment;
  - v. How implicit bias may impact an employee's investigation of a harassment allegation, including their perception and treatment of students involved; and
  - vi. How to implement supportive measures in a manner that accounts for and advances student safety and restores or preserves students' access to the District's education program.
- c. The District will solicit feedback from its employees on these trainings through surveys or other means.

## **Section H: Reporting**

21. **Annual Report:** During the term of this Agreement, the District will submit an Annual Report to the United States **by July 1** of each year. The Annual Report will contain the following information for the preceding school year (or upcoming school year where indicated), with the first report **due July 1, 2025**:

### **a. General Information**

- i. The total number of students enrolled in the District, disaggregated by (a) grade level, (b) sex, (c) race, and (d) national origin/ethnicity.
- ii. The name and title of each employee designated to investigate or adjudicate reports of alleged harassment involving students.
- iii. A description of all modifications, if any, to the District's policies and procedures relating to harassment involving students.
- iv. Copies of all updated policies on harassment.

### **b. District's Response to Reports of Harassment**

- i. A Microsoft Excel spreadsheet in native electronic format listing all reports of conduct that reasonably may constitute harassment involving students. For each report received, whether written or oral, provide the following information:<sup>2</sup>
  1. The date, time, and location of the alleged incident(s);
  2. A narrative description of the alleged incident(s);
  3. The name and position/job title (e.g., student, teacher, parent, administrator, or other) of the person(s) reporting the conduct;
  4. The person who received the report and manner in which the conduct was reported (e.g., oral report, written report, telephone call, email, voicemail, other);
  5. For the alleged target(s) and offender(s), each individual's name, sex, race, national origin/ethnicity, grade level (if applicable) or job title (if applicable);

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<sup>2</sup> The parties agree that all information outlined in the Agreement will be tracked as of the date the Agreement is executed and for the term of the Agreement. The parties recognize that some of the details prospectively required by the Agreement may not have been recorded for all historical incidents.

6. A description of the District's response to each report, including the following:
  - a. If an investigation occurred, the date(s) on which the investigation commenced; whether or when law enforcement, including School Resource Officers, were involved; and who was assigned to conduct the investigation;
  - b. All interim actions taken by the District during the investigation process, including supportive measures or other interim remedies (e.g., safety plan, academic or behavior accommodations, notification to classroom teachers, separation of alleged offender from target students);
  - c. The outcome of each investigation, including the date on which the investigation concluded;
  - d. All disciplinary and non-disciplinary actions taken by the District in response to the report, including provision of supportive measures or other remedial actions (e.g., education, training, counseling); and
  - e. The dates and subject matter of all communications with students and parents regarding the investigation.
- ii. All other underlying documents related to each report of harassment involving students.
- c. Programming, Training, and Professional Development**
  - i. A description of all trainings or programs conducted the prior year to implement the requirements of Section G;
  - ii. For each training or program required by Section G, a copy of all final documents (e.g., handouts, presentations, assigned reading) used in the training or program if they differed from what was previously provided to the United States;
  - iii. An unsworn declaration from the Superintendent that all employees required to attend each training or program required by Section G attended each training or program held during the prior school year; and
  - iv. The plan for Programming, Training and Professional Development for the upcoming school year.

- d. **Discipline:** All student disciplinary referrals related to conduct that reasonably may constitute harassment, and all documents related to the referral, the underlying incident, and the District's response to the referral or underlying incident.
- e. **Liaison to Latino Families' Annual Report:** The Liaison to Latino Families will write a report describing the District's efforts to liaise with Latino families, any concerns relating to harassment or discrimination that those families raise, and recommendations for addressing those concerns. This report will be included in the District's Annual Report.
- f. **Effectiveness Assessment:** The District will provide a written assessment of its effectiveness in fulfilling the terms of this Agreement, along with any steps the District plans to take to improve that effectiveness. The Effectiveness Assessment will cover, at a minimum:
  - i. A determination of whether reported incidents of harassment have increased or decreased in number and severity, overall and by protected class;
  - ii. An assessment of the frequency and extent to which incidents of harassment have been investigated and addressed in accordance with District policy;
  - iii. An assessment of the effectiveness of the Harassment Report Management System;
  - iv. An assessment of the District's student programming, employee trainings, and professional development; and
  - v. A description of areas under this Agreement in need of corrective action and/or additional resources.

### **Section I: Enforcement**

- 22. Rather than conduct further investigation into the District and/or litigate the United States' findings, the United States and the District agree to resolve all allegations arising out of this investigation through this Agreement, into which the parties have voluntarily entered. In consideration of this Agreement, the United States agrees to close its investigation without further enforcement action, except as provided in this Section. The United States and the District agree and acknowledge that this consideration is adequate and sufficient.



23. The United States may request information and documents reasonably related to the monitoring of this Agreement and the District's compliance with this Agreement and Federal law. The District will respond to all requests **within 30 days** unless otherwise agreed upon by the parties.
24. For purposes of monitoring this Agreement, the United States, through its representatives and any consultant or expert it may retain, has the right to: conduct site visits; interview employees and (with parental permission) students; observe employee trainings, student programming, and listening sessions; review and inspect the District's central harassment reporting system; and request additional information or data as necessary for the United States to monitor the District's compliance with the terms of this Agreement.
25. For all provisions of this Agreement in which the District will provide items to the United States for review, the District will consider the United States' feedback and make a good faith effort to implement that feedback. If the District is unable or unwilling to implement the United States's feedback, the United States may request written explanation or a meeting to confer.
26. The parties will make a good faith effort to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating court action. If the United States believes that the District has failed to perform in a timely manner any act required by this Agreement or has otherwise not acted in conformance with the Agreement or Federal law, whether intentionally or not, the United States will notify the District in writing of its concerns. The District will have **30 days from the date** of the United States' notification to cure the breach.
27. In the event of a breach by the District of this Agreement that cannot be resolved through good faith negotiation, the United States may initiate judicial proceedings to enforce the terms and obligations of the District under this Agreement. This Agreement does not relieve the District from its other obligations under other Federal civil rights laws. The United States retains the right to investigate and, where appropriate, initiate enforcement proceedings concerning any future alleged violations of Federal law by the District. Failure by the United States to enforce any provision of this Agreement will not operate as a waiver of the United States' right or ability to enforce any provision of this Agreement.
28. The District will not retaliate against students, parents, employees, any other individual who participates in the United States' investigation, monitoring, or enforcement of this Agreement.

#### **Section J: Term and Termination**

29. The parties anticipate that the District will have complied with this Agreement within three years of execution. When the District provides the United States with the final Annual Report, **due on July 1, 2027**, the United States will have **60 days** to raise any

remaining concerns about the District's compliance with the Agreement. If the United States does not raise any concerns with the District's compliance, the Agreement will terminate. If the United States raises concerns about the District's compliance, the parties will attempt to resolve those concerns in good faith. If the parties are unable to reach a negotiated resolution, the enforcement mechanism in paragraph 27 will apply.

30. The parties may, upon mutual written agreement, amend this Agreement to address changed circumstances.
31. This Agreement constitutes the entire agreement by the parties.
32. This Agreement is final and binding on the District, including its principals, administrators, representatives, successors in interest, and legal representatives.
33. If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, that decision will not affect the validity of any other part of the Agreement. The District and the United States will meet **within 15 days** of any decision to negotiate in good faith whether the Agreement should be revised or supplemented in response to the court's decision.
34. This Agreement will not bar any individual from pursuing a complaint under Title IV, VI, or IX against the District.
35. The undersigned representatives of the parties certify that they are authorized to enter into and consent to the terms and conditions of this Agreement and to execute and legally bind the parties to it.
36. The effective date of this agreement is the date of the last signature below.

SIGNATURE PAGE

KRISTEN CLARKE  
Assistant Attorney General

/s/ Megan G. Abbot  
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12/12/2024  
Date

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12/12/2024  
Date

/s/ Troy Tornow  
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12/11/2024  
Date